

# **REQUEST FOR PROPOSALS**

## **TRANSPORTATION FUELS PROGRAM TECHNICAL SUPPORT**



RFP #600-02-601  
State of California  
California Energy Commission  
June 2002

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### **Exhibit**

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|---|---|
| A | Technical Evaluation Criteria Worksheet |
| B | Cost Problem Table                      |

### **Attachments**

- |     |  |
|-----|--|
| 1   | Contractor Status Form   |
| 2.1 | Small Business/Disabled Veteran Business Enterprise Certification Application Instructions |
| 2.2 | Prime Bidder's Certification of Disabled Veteran-Owned Business Participation              |
| 2.3 | List of Disabled Veteran Owned Business Participation                                      |
| 2.4 | Documentation of Good Faith Efforts  |
| 3   | Contractor Certification Clauses   |
| 4   | Customer References  |
| 5   | Standard Agreement   |

## **I. Introduction**

### **BACKGROUND**

The California Energy Commission (Commission) has had a long and successful history of demonstrating practicality and environmental benefits of advanced transportation technologies and infrastructure throughout the state. This contract is expected to provide the Commission with expert technical assistance for conventional transportation fuels program support; and policy development.

### **WHAT IS THE PURPOSE OF THIS RFP?**

The purpose of this Request for Proposal (RFP) is to select an experienced, full-service Prime Contractor with expert technical assistance for transportation fuels programs. This contract is expected to provide the Commission transportation fuels program support and policy and program development in the conventional transportation fuels area. The Prime Contractor shall manage a contractor team capable of undertaking all work assignments identified in the Work Statement.

The services to be performed relate to assessing issues related to demand, supply and price of conventional, unconventional, and alternative fuels and sources, and technical support in developing and assessing goals and government policies related to transportation fuels. The Contractor shall be aware of related research in the conventional, unconventional, and alternative fuels technologies and to assemble a team of experts that is working with alternative fuels and advanced technologies for the motor vehicle sector.

### **HOW IS THIS RFP ORGANIZED?**

This Request for Proposal (RFP) is organized into the following six sections:

Section I	provides a summary and administrative overview of the RFP Requirements.
Section II	explains the background
Section III	explains the work to be accomplished, and deliverables and due dates.
Section IV	explains in detail the format, documents and technical expertise needed to submit a successful proposal.
Section V	provides administrative detail including legal requirements of the RFP.
Section VI	explains the evaluation process.

### **HOW MUCH FUNDING IS AVAILABLE?**

There is a maximum of up to \$1,000,000 available for the contract resulting from this RFP. This is a three year contract and it is anticipated that funding for this RFP comes from fiscal years 2002/03, 2003/04 and 2004/05. Each bidder shall bid the entire estimated amount of \$1,000,000.

## **I. Introduction, Continued**

This is an hourly rate plus cost reimbursement contract with a ceiling on the total contract amount. The Commission reserves the right to increase or decrease the amount of any contract as needed to meet budget or program requirements.

Funding for fiscal years 2002-03, 2003-04 and 2004-05 are subject to the availability and approval of the Governor's 2002-03, 2003-04 and 2004-05 budget. Partial funding for this agreement is dependent upon the submission and approval of the Federal Government and to any additional restrictions, limitations, or conditions imposed by the Federal Government, federal law, federal court judgments, and/or federal agency orders which may affect the provisions or terms of this Agreement.

### **IS THIS A WORK AUTHORIZATION TYPE CONTRACT?**

Yes. The selected contractor will be assigned work via specific work authorizations as the need arises. The Commission makes no guarantee that any or all of the funds will be assigned in any given year or that any or all of the selected consultants will be assigned work.

### **WHAT ARE THE KEY ACTIVITIES AND DATES?**

Key activities and times for this RFP are presented below. This is a tentative schedule, please call the Contracts Office to confirm dates.

<b>ACTIVITY</b>	<b>ACTION DATE</b>
RFP Release	July 1, 2002
Deadline for Written Questions	July 16, 2002, 5:00 p.m.
Pre-Bid Conference	July 16, 2002
Distribute Questions/Answers and Addenda (if any) to RFP	July 29, 2002
Deadline to Submit Proposals	August 19, 2002
Interviews (If necessary)	August 28, 2002
Notice of Proposed Award	September 4, 2002
Commission Business Meeting	October 9, 2002
Contract Start Date	November 1, 2002
Contract Termination Date	October 31, 2005

### **HOW DO I RESPOND TO THIS RFP?**

Responses to this solicitation shall be in the form of a Technical and Cost Proposal according to the format described in Section IV. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section III, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

## **I. Introduction, Continued**

### **HOW CAN I OBTAIN FURTHER INFORMATION?**

A Pre-Bid Conference will be held to answer questions. Please call (916) 654-4392 to confirm the time and date. Bidders are encouraged to attend this informational meeting:

**July 16, 2002, 1:30 p.m.**

**California Energy Commission  
1516 9<sup>th</sup> Street, Hearing Room B  
Sacramento, California 95814  
Telephone: (916) 654-4392**

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person (see Who Do I Contact?). At the option of the Commission, questions may be answered orally at the Pre-bid Conference or in writing. All questions will be answered in writing and will be distributed to recipients of this RFP sometime after the Pre-Bid Conference and posted on the Commission's Web Site at [www.energy.ca.gov](http://www.energy.ca.gov). Deadline for written questions is July 16, 2002, by 5:00 p.m.

### **WHO DO I CONTACT?**

Questions or clarifications about this RFP should be directed to:

ELIZABETH STONE, CONTRACT OFFICER  
California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, California 95814  
Telephone: (916) 654-5125  
FAX: (916) 654-4423

This RFP is available through the Commission's Web Site at:  
[www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts) Copies may be obtained by writing or calling:

California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, California 95814  
Telephone: (916) 654-4788  
FAX: (916) 654-4423

#### Verbal Communication

Any verbal communication with a Commission employee concerning this RFP is not binding on the State or the Commission and shall in no way alter a specification, term, or condition of the RFP.

## **I. Introduction, Continued**

### **WHAT ARE MY RESPONSIBILITIES FOR SUBMITTING A PROPOSAL?**

Bidders must take the responsibility to:

- Carefully read this entire RFP
- Ask the appropriate questions in a timely manner
- Submit all required responses in a complete manner by the required date and time
- Make sure that all procedures and requirements of the RFP are followed and appropriately addressed
- Carefully reread the entire RFP before submitting a proposal.



## II. Background

The California Energy Commission (Commission) has had a long and successful history of demonstrating practicality and environmental benefits of advanced transportation technologies and infrastructure throughout the state. This contract is expected to provide the Commission with expert technical assistance for conventional transportation fuels program support and policy development.

Recent events as a result of the September 11, 2001, terrorist attacks in New York and Washington, D.C. have increased public awareness of our nation's vulnerability to oil supply disruptions. Energy security and reliability concerns have been heightened with the international war against terrorism. Improved energy efficiency, fuel diversity, decreasing transportation fuels demand, and the acceleration of technology advances for both conventional and alternative fuels are measures that warrant further examination.

State and federal agencies have pursued a number of past policies directly affecting conventional transportation fuels. These policies have been implemented mainly to address environmental concerns but some have had the ancillary benefit of reducing petroleum demand. This contract will provide access to experts who can assist the Commission with studying conventional transportation fuels issues related to supply, demand and price, as well as environmental impacts.

### ESTIMATED BUDGET

Task	Title	Amount*
1	Prime Contractor and Subcontractor Management**	\$120,000
2	Conventional Transportation Fuels Program	\$680,000
3	Transportation Fuels Program and Policy Development	\$200,000
	<b>Total</b>	<b>\$1,000,000</b>

\* The Commission is requesting authority to contract for up to \$1,000,000 in this contract. Funds have not yet been identified, allocated nor encumbered. Funding is subject to appropriation and availability for the purposes of this contract. In the event that funds are not available, the Commission shall have no further liability.

\*\*A maximum of 12% of total dollars allocated to work authorizations issued will be used for project management.

### **III. Work Statement**

#### **ABOUT THIS SECTION**

This section describes the contract work statement including the tasks the winning bidder (“Contractor” or “Prime Contractor”) will be asked to perform under the direction of the Commission Contract Manager.

#### **GENERAL REQUIREMENTS**

The Prime Contractor is required to complete the following elements of this Work Statement. All task elements will be performed on an as needed basis, in response to Work Authorizations issued by the California Energy Commission (Commission) Contract Manager. All task elements will be carefully coordinated with current or available support resources and ongoing or planned demonstration and research activities by government agencies or the industry. This approach will avoid unnecessary duplication of effort and assume broad applicability of the results.

The Commission Contract Manager and Commission project managers will direct the Prime Contractor and subcontractors. The Prime Contractor shall manage a contractor team capable of undertaking all work assignments identified in this Work Statement. In all cases, the Prime Contractor must establish all necessary contractual relationships with all subcontractors and reimburse all subcontractors for services performed. The technical performance of the subcontractors shall be monitored by the Prime Contractor to the extent required by the Commission’s Contract Manager on a case-by-case basis. The contractor team may be augmented to include organizations not part of the original team. Such augmentation may include personnel secured through qualified temporary agencies, subject to prior approval by the Commission's Contract Manager on a case-by-case basis.

If the required level or type of specific expertise or services required are not met or will likely not be met by the Prime Contractor or its subcontractors, or within the desired period of time, or a potential conflict of interest exists, the Commission Contract Manager may request the Prime Contractor to solicit for the appropriate capabilities and add those subcontractor capabilities to its team based upon requirements established by the Contract Manager.

The Prime Contractor and subcontractors shall begin task work only after receiving a written Work Authorization to do so by the Commission Contract Manager. The specific task and the degree of effort for each task to be performed by the Prime Contractor or subcontractors will vary from project to project. All project work performed by the contractor team shall be directed by and coordinated with Commission staff as designated by the Commission Contract Manager. The actual costs of a completed, approved Work Authorization shall not exceed the authorized amount. If, in the performance of the work, the Prime Contractor determines that the actual costs will exceed the estimated costs, the Prime Contractor shall immediately notify the Commission Project Manager.

### **III. Work Statement, Continued**

Any expenses incurred by the Prime Contractor that have not been duly authorized shall be borne by the Prime Contractor. No amendments to the Work Authorization shall be made for work undertaken without specific prior written approval of the Commission Contract Manager.

Timely response to specific Commission needs on short notice will be characteristic of some tasks. Identified subcontractor management and staff will be required to be available to the Commission Contract Manager within twenty-four (24) hours of initial contact or submission of a Work Authorization to the Prime Contractor.

The proposed work falls into the task categories described below.

#### **TASK 1. PRIME CONTRACTOR AND SUBCONTRACTOR MANAGEMENT**

##### **A. GENERAL MANAGEMENT**

The Prime Contractor shall:

- Respond to requests or direction from the Commission's Contract Manager in a timely fashion.
- Prepare RFPs and other solicitations and contracts for subcontractors and issue work authorizations as directed by the Commission's Contract Manager.
- Manage the completion of all tasks under the Contract as agreed between the Prime Contractor and the Commission's Contract Manager.
- Provide oversight and first-level review of reports and documentation, and comment on the content of products from the contractor team, as requested by the Commission's Contract Manager on a case-by-case basis.
- Develop project schedules and assign work to the contractor team to ensure that tasks are completed efficiently, on schedule, and within the budget as agreed between the Prime Contractor and the Commission project manager in the Work Authorization.
- At the request of the Commission's Contract Manager, the Contractor and subcontractors shall be available for meetings or provide written and/or verbal program briefings to the Commission's staff or others. The cost of meetings with Commission management, hearings, workshops, etc. will be included in each Work Authorization. The cost of meetings requested specifically by the Prime Contractor will be borne solely by the Prime Contractor.

### **III. Work Statement, Continued**

#### **B. WORK AUTHORIZATIONS**

This is a "work authorization" contract and no work shall be undertaken unless authorized by the Commission through a specific written document called a work authorization. The Commission Contract Manager shall prepare a Work Authorization for each item of work. Each Work Authorization shall state:

- Contract Number, Task Number, and Work Authorization Number (to be assigned by Commission Contract Manager)
- Purpose, objective, or goal to be undertaken
- Description (work statement) of the work to be achieved
- Schedule and Deliverables (including any significant material to be developed and delivered and due dates for each)
- Identification of the contractor/subcontractor team
- Start/End Dates for the Work Authorization
- Identification of Commission Project Manager
- Contractor's person hours and billing rates
- Subcontractor Amount (if any)
- Any fees (G&A, ODC, etc.)
- Total cost of the Work Authorization

#### **C. PROGRESS REPORTS**

The Prime Contractor, with assistance from appropriate subcontractors, shall submit monthly progress reports to the Commission which describe:

- Monthly progress in each work authorization and in each task
- The degree of completion for each work authorization and task
- Current and cumulative budget expenditure by work authorization and task
- Cumulative contract expenditures
- Variance from planned expenditure schedule
- Status of deliverables
- Problems, and other information requested by the Commission Contract Manager through Work Authorizations

These reports are due within 15 working days after the end of each month. The Commission Contract Manager will specify the report format and the number of copies to be submitted. All monthly progress reports will coincide with the invoice period.

The Prime Contractor may, in lieu of a monthly progress report at the end of the quarter, submit a quarterly progress report providing the same information detailed for the monthly progress report. These reports will be due within 15 working days following each reporting quarter. All quarterly progress reports will coincide with the invoice period.

#### **D. INVOICES**

### **III. Work Statement, Continued**

The Prime Contractor shall prepare an invoice for all contract expenses performed for assigned work authorizations. The official invoice is to be submitted to the Commission's Accounting Office. The Commission's Contract Manager will specify the invoice format. Prime contractor invoices shall include detailed separate accounting for all funds as identified in the Work Authorizations. All Prime Contractor invoices must identify charges by Work Authorization, task, funding source, personnel, labor rates and hours, expenses, and provide backup for charges.

The Prime Contractor shall pay Commission-approved subcontractor and equipment invoices within thirty (30) business days of receipt of approval by the Commission's Project Manager. The Prime Contractor may invoice for retention for completed work authorizations annually.

#### **E. SUBCONTRACTORS**

The Prime Contractor shall manage and coordinate subcontractor activities. The Prime Contractor is responsible for the quality of all subcontractor work and the Commission will assign all work to the Prime Contractor. When new subcontractors are hired or added, the Prime Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms.

The Prime Contractor will work directly with and report to the Commission's Contract Manager on contract status and subcontractor work assignments and progress. Prime Contractor will coordinate subcontractor accessibility to the Commission's Contract Manager and project managers. At the request of the Commission's Contract Manager, the prime contractor and subcontractors shall be available for meetings or provide written and/or verbal program briefings to the Commission's staff or others. The Commission expects to hold no more than one (1) program briefing meeting per quarter.

The Prime Contractor shall require subcontractors to provide invoices that correctly identify personnel, rates, hours, and travel and other expenses charged to each contract task or Work Authorization, including expense backup. The Prime Contractor shall also provide audit and accounting services for subcontractor invoices and for invoice payments, showing funds authorized, invoices submitted, invoices approved by the Commission, and status.

The Prime Contractor shall require subcontractors to copy the Commission's Contract Manager with all final, approved work statement deliverables. All work statement deliverables from the contractor team must be submitted as drafts for review and comment to the Commission project manager. After staff review, the approved deliverable shall be copied to the Contract Manager with the work authorization number clearly indicated.

### **III. Work Statement, Continued**

#### **F. FINAL REPORT**

A final report shall be prepared which includes a description of the overall project, the work accomplished during the contract, the effectiveness of the contract in meeting the objectives of the program, and future activities recommended to increase the effectiveness of the program.

A draft Final Report is due three months prior to the end of the contract. The Final Report and a 200-word abstract are due no later than thirty days prior to the end of the contract. The report shall be prepared in language easily understood by the public or laypersons with a limited technical background. A draft of the final report must be reviewed and approved by the Commission Contract Manager prior to becoming final. The Final Report shall include an analysis of:

- the work accomplished during the contract
- the effectiveness of this contract in meeting the objectives of the program
- future activities recommended to increase the effectiveness of the program

The Contractor shall meet with the Commission to present the findings, conclusions, and recommendations. The final report must be delivered to the Commission Contract Manager 30 days before the termination date indicated in the term of the contract.

The outline of the final report shall be prepared as indicated in the terms and conditions of the contract and the following:

Title Page

Executive Summary: Describe the contract goals, how the contract work was implemented, size, schedule, source of project funds, number of projects funded, and provide an overview of results from the contract listed by program (task) area.

Abstract: Limited to 150 to 250 words. This abstract shall be sufficient to describe the contract goals, technical approach, work completed and results.

Table of Contents: Organize the report by program area (task number) and by Work Authorization number (beginning with the earliest number).

Contract Results: Each work authorization shall be summarized (100 to 200 words). Each summary shall include the specific request, results of the work performed, and the conclusions and/or recommendations developed by the work. Each subcontractor shall be responsible for writing its own summaries and forwarding them to the Prime Contractor, and the Prime Contractor shall be responsible for editing and combining these summaries into the reports.

### **III. Work Statement, Continued**

#### **TASK 2. TRANSPORTATION FUELS PROGRAM**

The purpose of this task is to support activities in the transportation fuels sector. Such activities will include, but not be limited to, assessing issues related to demand, supply and price of conventional, unconventional, and alternative fuels and sources; evaluating, demonstrating, and promoting advanced or alternative fuel formulations and high efficiency motor vehicle technologies, and analyzing impacts of state and federal policy and regulatory programs and proposing actions to assure availability of transportation fuels in California. The Contractor shall provide the following services as requested by the Commission's Contract Manager.

##### **A. MARKET TRENDS AND REGULATORY PROGRAMS ISSUES**

Identify market trends and implications of regulatory programs as they may impact fuel supply and demand including, but not limited to:

1. California Petroleum Outlook
2. Crude Oil Issues and Trends
3. Refinery Capacity and Import Potential
4. Supply Infrastructure and Fuel Distribution
5. MTBE Phase Out
6. Ethanol Supply Potential
7. Federal Oxygenate and Renewable Fuel Requirements
8. Phase 3 and Future Reformulated Gasolines
9. California and Federal Diesel Fuel Specifications
10. Financial Instruments and Mechanisms that Impact Market Liquidity
11. Other analyses as may be required by the Commission Contract Manager

##### **B. TRANSPORTATION FUELS AND TRAVEL DEMAND**

1. Assess, evaluate and provide analyses of California's vehicle population mix through use of the Department of Motor Vehicle database.
2. Assess vehicle attributes and trends in California's current and future motor vehicle fleet.
3. Provide support to the development of the Commission's transportation fuel demand forecast models (CALCARS, Freight Demand Model and aviation energy).
4. Evaluate changes in consumer attitudes and project consumer behavior regarding motor vehicle and transportation fuels purchase and use.
5. Evaluate the impacts of federal and state regulations and programs as they impact California's motor vehicle and transportation fuels mix.

### **III. Work Statement, Continued**

6. Define, evaluate and prioritize next steps to implement the recommendations of Assembly Bill 2076 (Chapter 936, Statutes of 2000).
7. Other transportation fuel and travel demand analyses as requested by the Commission Contract Manager.

#### **C. CRUDE OIL AND FUEL PRICE FORECASTS**

1. Review, evaluate or develop world and U.S. petroleum demand projections in support of world oil price forecasts.
2. Assess the potential impacts of geopolitical and other world events on short term and long term crude oil and transportation fuel prices including but not limited to military conflicts, embargoes, trade agreements or barriers, environmental or global climate change considerations.
3. Evaluate the potential for OPEC and non-OPEC entities to impact short and long term crude oil prices through quotas, price wars, and other means.
4. Assess California's crude oil production trends and resultant implications on petroleum products and fuel prices.
5. Other analyses as may be required by the Commission Contract Manager.

#### **D. TRANSPORTATION FUELS USE AND COST ANALYSES**

1. Determine environmental improvements and cost impacts associated with large-scale use of advanced transportation technologies and fuels (conventional and alternative) in California.
2. Evaluate potential advanced transportation technology and fuel cost reduction options for large-scale use in California.
3. Provide a technical and economic assessment of advanced transportation technology fuels and vehicles to achieve air emission reductions and improve vehicle energy efficiency relative to conventional fuels in California.

#### **E. ECONOMIC ANALYSIS**

1. Analyze the costs, benefits and implications of transportation fuel supply strategies for California.



### **III. Work Statement, Continued**

2. Evaluate factors influencing price volatility and assess proposed mitigation options.
3. Assess dependency on imports, implications for finished gasoline and diesel product and plausible alternate future scenarios.
4. Assess divorcement, open access and other programs adopted by other states for their potential use in California.
5. Assess petroleum product price ramifications for California consumers resulting from recent and projected structural changes in the oil industry.
6. Assess the impacts and benefits of proposals designed to increase product inventory levels including those regarding a California refined product reserve.
7. Other economic analyses as requested by the Commission Contract Manager.

### **F. IN-STATE LIQUID FUELS SUPPLY ANALYSIS**

The goal of this program is to evaluate potential in-state resources, conversion technologies and the costs and benefits of liquid fuel blendstocks, oxygenates and liquid fuel alternatives to augment existing and projected transportation fuel supplies in California. Such evaluation will include but not necessarily be limited to:

1. Evaluate the near term supply potential and the costs and benefits of in-state ethanol production industry utilizing agricultural commodity feedstocks and conventional starch/sugar conversion technologies.
2. Determine appropriate steps and costs to accelerate cellulose-to-ethanol conversion technologies to commercial status in California.
3. Determine the most appropriate forms of state financial and non-financial incentives or mechanisms to maximize potential growth of an in-state ethanol industry.
4. Develop optional plans to realize an in-state ethanol industry that will achieve 50 percent of California's oxygenate needs for blending into California Phase 3 gasoline by 2010.
5. Develop cost/supply curves for ethanol and other gasoline or diesel blendstocks for California's diesel and gasoline supply in the near, mid and long term.

### **III. Work Statement, Continued**

6. Evaluate the commercial status, define research and development (and associated costs) options and rank technologies which convert biomass and/or other feedstocks to liquid transportation fuels for California's motor vehicles.
7. Evaluate in-state underutilized or low value fossil and non-fossil resources and conversion technologies that could serve transportation fuel markets in California.
8. Provide analyses of other transportation fuel options as requested by the Commission Contract Manager.

### **TASK 3. TRANSPORTATION FUELS PROGRAM AND POLICY DEVELOPMENT**

The purpose of this task is to provide technical support in developing and assessing goals and government policies related to transportation fuels. The Contractor shall provide the following services as requested by the Commission's Contract Manager.

#### **A. TRANSPORTATION FUELS GOALS**

1. Assist in the development of goals and strategies related to transportation fuels.
2. Produce brochures, handouts and pamphlets for California's transportation fuels programs.
3. Educate the public on changes in transportation fuels.
4. Provide additional public outreach assistance as requested by the Commission Contract Manager.

#### **B. POLICY ANALYSES AND RECOMMENDATIONS**

1. Provide analyses and other input to federal agencies and policy makers on California's transportation fuels programs.
2. Provide analyses and recommendations concerning federal, state, and local regulations, regulatory and legislative proposals and actions concerning transportation fuels in California.
3. Provide assistance in preparing interagency reports and pertinent Commission reports mandated by the legislature.
4. Provide or recommend testimony for hearings, workshops, formal and informal meetings regarding Commission transportation fuels programs and policies.

### **III. Work Statement, Continued**

5. Organize and facilitate informal outreach and discussion meetings of transportation fuels policies and strategies that involve key stakeholders in agencies, environmental groups, fuel providers, vehicle manufacturers, and other parties.
6. Provide information, policy analyses, and recommendations on California's transportation fuels programs to policy makers, program participants and the public as requested by the Commission Contract Manager.

### **DELIVERABLES AND DUE DATES**

#### Monthly Progress Reports

The Prime Contractor shall submit written monthly progress reports to the Commission Contract Manager as required in Task 1. In addition to the following requirements, the content of such reports shall be identified through specific discussions between the Commission's Contract Manager and the contractor. Such reports shall include, at a minimum, a discussion of work activities, a description of project status by Work Authorization, identification of products delivered, expenditures made to date, percent of task completion and organized as described in Task 1.

#### Work Authorizations

This is a "work authorization" Contract and no work shall be undertaken unless authorized by the Commission through a specific written work authorization. The Commission Contract Manager will prepare and issue the written work authorizations and may set a maximum price, budget, and schedule for the work to be performed. The Commission Contract manager shall assign work to the Prime Contractor or subcontractor with the required area of expertise to complete the work.

If the required capabilities are not available through the Prime Contractor for the area of expertise required to complete the work because the level or type of specific expertise or services required are not met or will likely not be met by the Prime Contractor or its subcontractors, or within the desired period of time, or that a potential conflict of interest exists, the Commission Contract manager may request that the Contractor identify a suitable subcontractor based upon requirements established by the Commission Contract Manager.

Selection of the Contractor, and the development of a budget will be completed before the Contractor receives approval for the work authorization.

### **III. Work Statement, Continued**

#### Contracts with Subcontractors

The Contractor team may be augmented to include expertise not part of the original team. In some cases the Commission Contract Manager, or the Contractor, in consultation with the Commission Contract Manager, may determine that the level of expertise or the services required are beyond that provided by the Contractor or its subcontractors or that a potential conflict of interest exists.

In these cases, the Contractor may replace subcontractors, or redirect work to other subcontractors, or employ additional subcontractors as directed by the Commission Contract Manager. The Commission Contract Manager may specifically designate a new subcontractor by name, or will request that the Contractor identify a suitable subcontractor based upon requirements established by the Commission Contract Manager.

If new Subcontractors are hired or added, the Contractor shall submit proposed Subcontractor contracts to the Commission for review and approval. At the same time, the Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms. The Contractor is responsible for the quality of all Subcontractor work and the Commission will assign all work to the Contractor.

#### Final Report

At the conclusion of the contract, the Contractor shall provide a comprehensive final report, and a brief summary of the report, to the Commission Contract Manager. The report shall be prepared in language easily understood by the public or laypersons with a limited technical background. A draft of the final report must be reviewed and approved by the Commission Contract Manager prior to becoming final. The draft report must be received by the Contract Manager 45 days prior to the termination date indicated in the term of the contract. The Contractor shall provide 10 copies of the final report, a reproducible camera-ready master in black ink, and an electronic copy in a format to be determined by the Commission Contract Manager. The Contractor shall meet with the Commission to present the findings, conclusions, and recommendations. The final report must be delivered to the Commission Contract Manager 30 days before the termination date indicated in the term of the contract.

<b>Deliverable</b>	<b>Due Date</b>
Work Authorizations	Specified on Each Work Authorization
Monthly or Quarterly Progress Reports	15 working days after the end of each month (or quarter)
Program Meetings and Briefings	As Needed
Draft Final Report	July 30, 2005
Final Report and Abstract	September 30, 2005

## IV. Proposal Format and Required Documents

### ABOUT THIS SECTION

This section contains the detailed technical and mandatory proposal format requirements and the approach for the development and presentation of proposal data. The format is prescribed to enable the State to evaluate each proposal uniformly and fairly. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied.

### HOW MANY COPIES OF MY PROPOSAL DO I SUBMIT?





Mail or deliver an **original Proposal and 4 copies** to the address given in Section IV. The Bidder must submit the technical and cost proposals in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost Proposal, for Request for Proposal #600-02-601.

### WHAT IS THE REQUIRED FORMAT?

#### Volume 1

The following topics constitute the mandatory order of presentation for a Proposal. Two-sided copying is preferred:

#### Section 1—Administrative Response

- Cover Letter
- Table of Contents
- Required Forms
  -  Contractor Status Form
  -  Small Business Preference Certification letter (if applicable)
  -  Completed Disabled Veteran Business Enterprise forms
  -  Certification Clauses Package

#### Section 2—Technical Response

- Summary
- Approach to Tasks in Work Statement
- Approach to Project Management
- Description of Company Organization
- Team Qualifications and Relationships
- Team Member Experience and Capabilities (include Résumés)
- Proposed Program Schedule with Major Milestones and Tasks
- Previous Work Products
- References

## **IV. Proposal Format and Required Documents, Continued**

### **Volume 2**

- Cost Summary Letter
- General Requirements
- Total Cost to Complete Project
- Contract Administration
- Cost Problems
  - Problem # 1: Project Management (Task 1)
  - Problem #2: Transportation Fuels Program (Task 2, Subtask D.1)
  - Problem #3: Transportation Fuels Program (Task 2, Subtask F.3)
  - Problem #4: Transportation Fuels Program (Task 2, Subtask E.5)
  - Problem #5: Transportation Fuels Program and Policy Development (Task 3, Subtask B.2)
- Cost Problem Table, Exhibit B

## **VOLUME 1 – SECTION 1, ADMINISTRATIVE RESPONSE**

### **COVER LETTER**

Each Bidder shall submit a cover letter on company letterhead that includes:

- A reference to: “REQUEST FOR PROPOSAL, No.600-02-601”;
- Summary of the Bidder’s ability to perform the services described in the Work Statement; and,
- Statement that the Bidder is willing to perform those services and enter into a contract with the State.

The cover letter must be signed by a person having the authority to commit the Bidder to a contract. If the Bidder claims a Small Business Preference, a statement to that effect shall also be included in the cover letter.

### **TABLE OF CONTENTS**

Each Proposal must include a Table of Contents, organized in the order cited above and include corresponding page numbers.

### **REQUIRED ADMINISTRATIVE FORMS**

Every Bidder must complete and include the following forms with their proposal:

- Contractor Status Form, Attachment 1
- Small Business/Disabled Veteran Business Enterprise Application

## **IV. Proposal Format and Required Documents, Continued**

When claiming a small-business preference, the Bidder may include a copy of the approved certification letter or application for certification. Government Code Section 14835, et seq., requires that a five-percent preference be given to Bidders who qualify as a small business. See Attachment 2.1 for instructions.

- Disabled Veteran Business Enterprise (DVBE) forms in Attachments 2.2-2.4. (Bidders who qualify as government agencies are exempt from this requirement).
- Contractor Certification Clauses, Attachment 3

### **VOLUME 1 – SECTION 2, TECHNICAL RESPONSE**

Volume 1, Section 2, shall summarize the Bidder's overall approach in completing the tasks outlined in the Work Statement, highlighting any outstanding features and qualifications relevant to performing the required work including project management

The information in this Section will be used to evaluate your company's approach to the Work Statement. When requested, identify the specific technical staff, the word processing technicians, and the administrative staff who will be directly involved in a contract management task. Exclude anyone whose responsibilities are minimally or indirectly associated with the contract, e.g., the receptionist, the mail room clerk or the security guard.

#### **SUMMARY OF APPROACH**

Describe the Bidder's approach to providing services listed in the Work Statement, highlighting any outstanding features, qualifications and experience relevant to performing the duties described in the Work Statement.

#### **ADMINISTRATIVE RESOURCES**

Describe in detail the resources available to address the technical and administrative duties outlined in the Work Statement. List specific staff that will be assigned to these tasks and the amount of time that they have available to devote to these duties.

#### **TEAM QUALIFICATIONS AND RELATIONSHIPS**

Describe the prime contractor (organization/company) and each company on your team and clearly list the task area(s) in the Work Statement that each company will provide including subcontractors (DVBEs, if applicable). Each company should emphasize its experience most directly related to work in the Work Statement. Include any history of a working relationship between team members and highlight any relevant success stories.

## **IV. Proposal Format and Required Documents, Continued**

Give examples of each company's experience in performing work within the past 48 months in each of the task areas listed in response to the paragraph above. Explain the relevance of this prior work to the Work Statement and the proposed contract.

Describe how your team's expertise will be used to provide the technical support for the work described in this RFP highlighting any special expertise that will be utilized in achieving the project objectives outlined in the Work Statement.

### **DESCRIPTION OF ORGANIZATION**

Provide an organizational chart that shows the Prime Contractor and the members of the contractor team, and the relationships within each firm/company (including subcontractor and DVBE companies). Identify the primary persons responsible for the interface between the Prime Contractor and the Commission, and between each proposed subcontractor and the Prime Contractor. Explain the relationship of each technical staff to the organization of the rest of your company. Describe reliability, continuity, professional awards, location of the Bidder, and subcontractors, including DVBE's.

Include type of organization, composition, functions to be performed by employees of the Bidder, subcontractors or DVBE's and how they pertain to this contract.

Most of the work will involve coordination with the Commission's Sacramento Office. Describe where your company staff and each subcontractor's staff will be headquartered. Describe how you propose to minimize costs to the State while providing technical work under this contract.

### **PRIME CONTRACTOR EXPERIENCE**

Describe the Prime Contractor's experience as a lead, general or Prime within the past 48 months and explain why your firm is qualified to perform the duties of a Prime Contractor as outlined in Task 1 of the Work Statement.

Identify the individual who will oversee and manage the proposed project. Explain how the project manager has demonstrated capabilities to manage the work proposed, providing at least one example of a similar project managed by that individual.

#### *Financial Soundness*

Demonstrate the financial soundness of the Prime Contractor indicating key financial factors, its ability to function as proposed for the duration of the contract, and the capability to make advanced payments to the subcontractors before Commission processing of the Prime Contractor's invoice. Also describe how subcontractor invoices will be paid by the Prime Contractor with a minimum of delay after approval by the Commission. Provide the current annual income statement and balance sheets (or similar documentation) for the Prime Contractor



## **IV. Proposal Format and Required Documents, Continued**

only. Provide a written explanation of any unusual circumstances that may affect the financial statement.

### *Timeliness*

Describe your ability to support contract requirements in a timely manner. This includes showing how the Prime Contractor will ensure efficient and timely completion of work tasks. All work-related costs and delays to be incurred by company offices outside of California must be identified. If more than one California office will be involved in any aspect of this contract, those office and staff resources must be identified. If work is to be performed by offices outside of California, explain its impact on administrative and total project cost and timeliness.

Unless it is clearly demonstrated to have no adverse effect on the cost to the state in terms of efficiency or additional expense, work incurred outside of California will result in a lower score for this category. Also describe the Prime Contractor's experience in developing cost effective methods for handling contract management and subcontractor assignments (i.e., how the task assignment and follow-up processes can be streamlined to allow for more efficient and expeditious handling of all work undertaken through this contract).

## **TEAM MEMBER EXPERIENCE**

Describe all technical and professional staff members that will be assigned to this project. Clearly define which team members will work on each task area outlined in the Work Statement. Indicate how all team members are qualified to perform the proposed work, showing previous relevant work.

Provide the title or classification of each significant team member as it applies to this project, and specify his/her roles and functions that will be utilized for this project. Provide resumes for each team member who will be working on this project including current job classification, education, professional experience, and areas of responsibility in each member's organization. List the availability of each individual by person hours and percentage of time that person will be assigned to each task.

## **REFERENCES**

Bidders must provide a list of at least four (4) clients or employers who have received similar services from the Bidder or the Bidder's personnel or subcontractors, during the last five (5) years by completing Attachment 4, "Customer References." Such services should be of comparable complexity to the services requested in this RFP. Complete at least one customer reference form for each team member or company.

All references must include the name and telephone number of a contact person with the contacting organization. These individuals, as well as others, may be contacted by the Commission when reviewing the submitted proposals. Final evaluations filed with the State on

## **IV. Proposal Format and Required Documents, Continued**

Bidder's past contract performance may be reviewed; therefore, the Bidder may wish to discuss any disagreements he/she has with those evaluations.

### **VOLUME 2—COST**

#### **COST SUMMARY LETTER**

The RFP response shall state the bidder's costs for carrying out the project as outlined during the period of the contract. The costs must be displayed using a cost cover letter on the organization's letterhead. Since the contract for this RFP will be written for the full budgeted amount of \$1,000,000.00, "Cost Problems" have been developed to determine the lowest responsive bidder. Bidders must submit a completed Cost Problem Table for each of the five cost problems.

#### **GENERAL REQUIREMENTS**

The budget portion and the Prime Contractor's response to the cost problems, taken together, will be deemed the equivalent of a formal bid submission under the Public Contract Code. Therefore, rates and personnel shown in the cost problem forms must reflect rates and personnel you would charge if you were chosen as the prime contractor for this RFP.

The total cost consists of hourly loaded labor rates data submitted by each bidder. This includes both the direct labor of prime contractor and labor for subcontractors. General and Administrative costs (G&A) as well as fees are to determine cost proposals. Other Direct Costs (ODC) and travel will not be considered as factors to determine the cost of each bidder. For purposes of scoring, no "cost sharing" by a bidder will be accepted.

Bidders are required to complete the five cost problems listed below using the Cost Problem Table. The responses to these cost problems will be used to establish each bidder's Final Cost. The Final Cost will be determined by the loaded hourly labor rates for the prime contractor and subcontractor(s) personnel appearing in the five specific cost tables. Loading of ODC's and travel in each of the tables needs to be consistent with limits set forth previously.

Bidders should note that in addition to names and hourly rates presented in the cost proposal, the technical proposal must contain the resumes of all individuals. Individual names, corresponding hourly rates, and proposed hours will be struck from the cost proposal for resumes missing in the technical proposals.

#### **TOTAL COST TO COMPLETE PROJECT**

The Contractor shall be reimbursed for all direct and indirect costs that are incurred in the performance of the work that are allowable in accordance with the provisions of the contract

## **IV. Proposal Format and Required Documents, Continued**

budget. Costs must be incurred within the term of the contract. Provide a detailed budget for each task and product for this project.

Provide the total cost of the project, with a breakdown showing how the cost was determined and method of payment. Dedicated word processing and other clerical support hours to be provided by clerical staff must be shown separately from hours calculated for project management, research, and other professional work.

When preparing this section, be sure to take into consideration the length of the project and include increases in salaries and wages, general and administrative, overhead, etc.

For indirect cost rate calculations, costs are allowable depending on the reasonableness of the item, relationship or importance of the item to the work required, the Contractor's use of generally accepted accounting principles and cost reimbursement practices, and other terms and conditions of the contract. Additionally, costs should adhere to the applicable federal cost principles (i.e., applicable Office of Management and Budget Circular or Federal Acquisition Regulations). The Commission contract terms and conditions shall take precedence when conflicts arise.

**The rates you bid are a part of the final contract, are fixed for the duration of the contract term and may not be changed. The Commission will accept a Federal Government audit of general and administrative, overhead, and labor rates. *Bidders must provide documentation that supports the rates that appear in their proposal.***

The following describes some specific items of cost, and whether those costs are allowable. This is not an exhaustive listing of allowable or unallowable costs.

**Contingency costs** represents risk, not cost, and are not reimbursable.

**Imputed cost** in any amount is not recognized as a reimbursable expense.

**Fines and penalties** resulting from violation of, or failure to comply with federal, state or local laws and regulations are not reimbursable.

**Losses on contracts** are not reimbursable.

**Taxes** in the form of federal excise taxes or excess profit taxes are not reimbursable. No payment will be made for any personal property taxes levied on the Contractor or any taxes levied on employee wages. The Commission will only pay for any State or local sales or use taxes on the services rendered for equipment, parts or software supplied to the Commission pursuant to the agreement.

**Bid and proposal costs** are not accepted as a direct charge against the contract.

## IV. Proposal Format and Required Documents, Continued

**Depreciation costs** related to fixed assets, if allocable and based on normal depreciation, are allowable until the asset is fully depreciated. Maintenance and normal repair of assets are generally not acceptable as a direct cost.

**General-purpose equipment** such as test equipment or office furniture/equipment, including personal computers, is not allowable as a direct charge against contracts.

**Indirect costs** are an allowable item of cost. If indirect costs are approved by a federal government agency or via an audit, proof of acceptance and rates must be submitted and used in Commission contracts. If indirect costs are not approved by a federal government agency or via an audit, the contractor must submit detailed information supporting their indirect cost rates. The indirect cost rate documentation will be reviewed and approved before executing a contract.

**General Insurance** costs are reimbursed through indirect expense rates.

**Overtime** expenditures are not reimbursable unless specifically approved in writing by the Commission Contract Manager.

The following is a list of items that must be included in your project cost:

- Bidder's Direct Labor - List name, classification, and rate per hour and number of hours by task.
- Subcontractors/Consultants – Name, Technical Specialty, rate per hour/day, and number of hours/day by task.
- Travel and per diem - Identify other anticipated destinations, number of trips, and cost per trip. Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees, and must be included in the Bidder's cost. International travel expenses incurred will be reimbursed at no more than the U.S. Government rate for meals, incidental and lodging expenses. Receipts for lodging are required and subject to the Commission Contract Manager's approval.
- Supplies/Equipment
- Information Technology - Cost for machine time – such as cost of computer use (batch mode or time-share) and data entry. Unallowable Costs: expenditures for computers, computer equipment – purchased or leased, software – purchased or leased, and application-development services.
- Other Costs
- Overhead Rate - List basis of application and all items charged in overhead
- General and Administrative - List basis of application
- Fee (prime contractor) – a single fee applied to direct labor and to subcontracts.
- Identify any Disabled Veteran Business Enterprise by task and dollar amount.
- Fee (subcontractors) - The Commission will assume a fee of 10 percent if a fee is not stated – See Exhibit B.

## IV. Proposal Format and Required Documents, Continued

### CONTRACT ADMINISTRATION

The base hourly rate is each individual's salary before application of any indirect cost formulas or rate structure, and does not include any company overhead, general and administrative expenses, fees, profits, fringe benefits and other direct and indirect expenses. The base hourly rate becomes the maximum salary after applying and prorating any raises anticipated over the term of the contract. The base hourly rates represent the maximum salary that can be charged to the Commission for each listed individual during the term of this contract.

NOTE: If the work effort described in a cost problem becomes a work authorization under the contract resulting from this RFP, then substitute employees or subcontractors to those listed in the winning bidder's cost problems will be allowed. However, reimbursement for work performed will be paid at the hourly rate of those listed in the cost problems should the hourly rate of the substitute be higher.

The company overhead charge and the general and administrative costs are to be inclusive of all direct and indirect expenses other than salary, travel and per diem, and those direct expenses specifically authorized by the Commission's contract manager in a work authorization.

The company overhead charges and the general and administrative costs include, but are not limited to, employee benefits, including sick leave, vacation, holidays, and health, dental, and life insurance programs; payroll taxes; advertising, marketing, and promotion; contributions; interest on borrowing; accounting and legal services; renting, leasing, or purchasing office equipment and furniture; EDP and computer operating expenses, including computer run time; licenses and dues to professional organizations; office supplies; subscriptions and periodicals; depreciation for office equipment; office rent; utilities; maintenance and repair; office insurance; disability insurance; unsecured property taxes; and other taxes.

The Total Loaded Rate is the hourly rate, per individual, which will be invoiced to the Commission for work performed. The Total Loaded Rate can be calculated using the following formula which fully illustrates how indirect rate or other loading and fees (profit) are applied to the base hourly rate:

Total Loaded Rate = [Base Hourly Rate + (Base Hourly Rate x Company Overhead Charge and G&A Expenses)] x (1 + profit percentage)

#### *Example*

*Base Hourly Rate = \$16.00*

*Company Overhead and G&A Expenses = 150 percent*

*Profit Percentage = 9 percent*

*Total Loaded Rate = [\$16 + (\$16 x 1.5)] x (1.09)*

*Total Loaded Rate = \$43.60*

## **IV. Proposal Format and Required Documents, Continued**

### **COST PROBLEMS**

Bidders costs will be determined based on the following five cost problems. Each cost problem is directly related to one subtask element within the major tasks of the Work Statement. These subtasks are either restated verbatim and may include additional details beyond the description in the Work Statement. Use the attached Cost Problem Table format to respond to each of these cost problems:

#### **PROBLEM # 1: PROJECT MANAGEMENT (TASK 1)**

Provide an analysis of labor hours, labor rates, and costs for work required to manage a contract resulting from this RFP, and how invoices will be paid with a minimum of delay. Identify all individuals necessary to support the project management function. The total allocation of funds shall not exceed 12% of the anticipated allocated funds towards this contract.

#### **PROBLEM #2: TRANSPORTATION FUELS PROGRAM (TASK 2, SUBTASK D.1)**

Evaluate statewide economic impacts, petroleum product price impacts and availability of transportation fuels when ozone impacted regions in the state attain National Ambient Air Quality Standards (NAAQS). Analyze alternate scenarios for NAAQS maintenance, which minimize fuel prices and/or fuel price volatility. The bidder should assume that \$100,000 is available to execute this work.

#### **PROBLEM #3: TRANSPORTATION FUELS PROGRAM (TASK 2, SUBTASK F.3)**

Determine the most appropriate forms of state financial and non-financial incentives or mechanisms to maximize potential growth of an in-state ethanol industry. Contrast options and illustrate effectiveness or lack of effectiveness based on experience in other states. Among options include market-based options as outlined in SB 87 (Costa) and the goal of achieving 50 percent of California's oxygenate blending needs by 2010. Estimate costs to the state and rank options based on appropriate criteria. Prepare a presentation suitable for use in briefing one or more legislative committees and/or their staffs. The bidder should assume that \$30,000 is available to execute this work.

#### **PROBLEM #4: TRANSPORTATION FUELS PROGRAM (TASK 2, SUBTASK E.5)**

Recent and projected mergers, acquisitions and other changes in the oil industry have the potential to lead to the creation and abuse of market power in various retail and wholesale sectors of the transportation fuel industry. Assess the likelihood of this occurring. Identify methods to

## **IV. Proposal Format and Required Documents, Continued**

distinguish between a constrained competitive market and a market characterized by firms exercising market power. Develop proposals (including estimated costs to industry or the State) to mitigate or prevent negative impacts resulting from changes in the oil industry. The bidder should assume that \$50,000 is available to execute this work.

### **PROBLEM #5: TRANSPORTATION FUELS PROGRAM AND POLICY DEVELOPMENT (TASK 3, SUBTASK B.2)**

Spare capacity in California's transportation fuel marine terminal and storage infrastructure appears to have decreased. Evaluate the claim that this trend is an important and permanent development of the California transportation fuel market. Assess the degree that local and state regulations and permits have played a part in this trend. Evaluate the claim that the current permitting process leads to substantial barriers to infrastructure investment and the possibility exists of maintaining current environmental and zoning standards while streamlining the process.

The availability of increased levels of fuel inventory would reduce fuel prices volatility from unexpected short-term disruptions. Evaluate the potential for the state to promote the expansion of storage tank capacity and induce the holding of higher than current levels of inventory through changes in tax law, loan programs (direct loans or guarantees for infrastructure or inventory) or other incentive programs. The bidder should assume that \$100,000 is available to execute this work.

### **CONTRACT PAYMENTS**

The Bidder is required to provide, as part of the proposal response, a payment schedule specifying the tasks and deliverables upon which payments will be based. The Bidder must describe in the payment schedule the tasks to be performed, the associated deliverables that will be provided, and the cost for each task. The tasks and deliverables must correspond to the Project Tasks and Deliverables required under the Work Statement.

Payment for this contract will be made upon satisfactory completion and submission of a deliverable. In computing the amount of any payment, the Commission Contract Manager shall determine, after receiving an undisputed invoice, what the Contractor has earned during the period for which payment is being made, based on deliverables received and/or satisfactory services rendered. In consideration for the contract work, the Commission may make monthly payments but only on the following conditions:

1. No payment in advance of services rendered, and not more frequently than one payment a month.
2. Receipt of deliverable and a progress report.
3. Approval of the deliverable or progress report by the Commission Contract Manager.

## **V. Administration**

### **WHAT IS AN RFP?**

The competitive method used for this procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the criteria in Exhibit A. Every Technical Proposal must establish in writing the Bidder's ability to perform the RFP tasks listed in the Work Statement. The Commission will contract with the Bidder who satisfies the administrative requirements, technical criteria and who provides the lowest cost bid or lowest loaded hourly rate.

### **HOW ARE KEY WORDS DEFINED?**

Important definitions for this RFP are presented below:

<b>Word/Term</b>	<b>Definition</b>
State	State of California
DGS	Department of General Services
Commission	California Energy Commission
RFP	Request for Proposal, this entire document
Proposal	Formal written response to this document from contractor
Bidder	Respondent to this RFP

### **CONTRACTOR DEFINITION**

The Contractor is defined as the firm that receives the contract for specific tasks from the Commission as a result of this RFP and shall be referred to as the "Contractor" in this RFP. The Contractor has primary and legal responsibility for all of the work within the Work Statement, is an expert in all of the management and administration areas, may be an expert in one or more of the task areas, and manages the work of the entire contract team.

### **SUBCONTRACTOR DEFINITION**

A subcontractor is defined as a firm or individual expert or consultant with financial/technical expertise to supplement the Contractor's expertise. The Contractor in conjunction with the subcontractor team is referred to as the contractor team. The Commission reserves the right to use some or all of the subcontractors belonging to the contractor team, and to remove, approve and/or designate additional subcontractors during the contract term.



## Administrative Requirements, Continued

### WHAT IS THE DEADLINE FOR SUBMITTING PROPOSALS?

All copies of your proposal must be delivered to the Commission Contract Office by August 19, 2002, by **5:00 p.m.** (PDT)

#### NOTE

In accordance with Public Contract Code 10344, the Commission will **not** accept late Proposals (delivered after 5:00 p.m.). There are no exceptions to this law.

### HOW DO I DELIVER MY PROPOSAL?

A Bidder may deliver a Proposal by:

- U. S. Mail;
- In person; or
- Messenger service.

All Proposals must be **delivered** to the Commission's Contracts Office by 5:00 p.m. on August 19, 2002. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 p.m. on August 19, 2002, must be made during normal business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

### WHERE DO I DELIVER MY PROPOSAL?

California Energy Commission  
1516 Ninth Street, 1<sup>st</sup> Floor  
Mail Room, MS-18  
Sacramento, California 95814

### HOW MANY COPIES DO I SUBMIT?

Mail or deliver an **original Proposal and four (4) copies** to the address given above. The Bidder must submit the technical and cost proposals in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost for Request for Proposal #600-02-601.

### ARE THERE IMPORTANT ADMINISTRATIVE DETAILS I SHOULD KNOW?

#### Disabled Veteran Enterprises

This contract is subject to a participation goal of three percent (3%) for certified California Disabled Veteran Business Enterprises (DVBE) as set forth in Public Contract Code Sections

## Administrative Requirements, Continued

10115, et seq. See Attachments 2.1-2.4. Bidders must provide DVBE qualifications, experience and duties to be performed under the work statement. For each DVBE program participant, Bidders shall provide information requested in, and format required in Section IV.

A Short Explanation of the DVBE Process – If you are a non-governmental entity, you must have either three-percent DVBE participation, *or* you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided with each DVBE form. The DVBE compliance process is as follows:

- 🌐 *If you are proposing to meet the three-percent participation goals*, complete and submit Attachment 2.2, Attachment 2.3, and a copy(ies) of the DVBE certification letter(s) from the Office of Small Business Certification and Resources (OSBCR).
- 🌐 *If you are proposing to partially meet the participation goals*, complete and submit Attachment 2.2, Attachment 2.3, and attach a copy(ies) of the DVBE certification letter(s) from OSBCR, as well as Attachment 2.4 to demonstrate the good faith effort you performed to meet full participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.
- 🌐 *If you have no DVBE participation in your proposal*, you must complete and submit Attachment 2.4 to demonstrate the good faith effort you performed in your attempt to meet participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.
- 🌐 *If you or a subcontractor has applied for DVBE certification*, complete the appropriate Attachments as explained above, and include a copy of the application.

### Small Business Preference

Government Code Sections 14835, et seq., requires that a five percent (5%) preference be given to any Bidder who is certified by the State of California as a small business. A Bidder who claims this preference may include a copy of its approved certification form in the Bidder's proposal.

### Bidders' Cost

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

### Drug-Free Workplace

The successful Bidder(s), by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

### Americans With Disabilities Act

The successful Bidder(s), by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **Administrative Requirements, Continued**

### Recycled Paper and Products

The successful Bidder(s) shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Section 12161 and 12200. The successful Bidder(s) may certify that the product contains zero recycled content. (PCC § 10308.5).

## **HOW DO I RESPOND TO THIS RFP?**

Responses to this solicitation will be in the form of a Technical and Cost Proposal according to the format described in Section III. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section II, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

## **CAN THE COMMISSION CANCEL THIS RFP?**

Yes, if it is in the State's best interest, the Commission reserves the right to do any of the following:

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP

## **CAN THE COMMISSION AMEND THIS RFP?**

If the RFP must be amended, the Commission will mail a formal written addendum to all parties who requested the RFP and will also post it on the Commission's Web Site <[www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts)> and Department of General Services' Web Site <[www.dgs.ca.gov/cscr](http://www.dgs.ca.gov/cscr)>.

### Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who requested the RFP, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

## **WHAT ARE THE CONTRACT REQUIREMENTS?**

### Term of the Contract

The term of the contract will be November 1, 2002 to October 31, 2005.

## **Administrative Requirements, Continued**

### RFP in Final Contract

The content of this RFP shall be incorporated by reference into the final contract.

### Contract Cancellation

The Commission reserves the right to terminate any contract awarded through this RFP by providing 30-days notice to the successful Bidder.

### No Contract Until Signed & Approved

No agreement between the Commission and the successful Bidder is in effect until the contract is signed by the Contractor, approved at a Commission Business Meeting, and approved by the Department of General Services.

### Contract Amendment

The contract executed as a result of this RFP will be able to be amended by mutual consent of the Commission and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

### Audit

The Bureau of State Audits may audit a contract awarded under this RFP for a period of three years after the final payment or termination of the contract.

### Conflicts of Interest

Although a Bidder will not be automatically disqualified by reason of work performed, or for financial interests in the firms who may be affected by action of the Commission, we reserve the right to consider the nature, extent, and recency of such work. By reason of the foregoing, the Commission reserves the right to reject any or all proposals that present a true or apparent conflict of interest.

The proposal must include a listing of your clients which may have any financial interest in the appliance, utility, or oil and gas industry, or which have any regulatory involvement with the Commission, if during the past year more than fifteen percent (15%) of your gross receipts for fees and reimbursements came from all the contracts you had with such firms. If so, state the percentage of your gross receipts and reimbursements, which came from each such firm during the past year.

### Statement of Economic Interests

Contractor shall submit to the State a completed Fair Political Practices Commission Form 730, "Statement of Economic Interests" for each consultant directed by the Commission to file a statement.

## **Administrative Requirements, Continued**

### **WHAT IF I DECIDE TO MODIFY OR WITHDRAW MY PROPOSAL?**

A Bidder may, by letter to the Contact Person, withdraw or modify a submitted Proposal before August 19, 2002, at 5:00 p.m. Proposals cannot be changed after that date and time. A Bidder cannot withdraw after the due date for proposals without the concurrence of the Commission. A bid cannot be “timed” to expire on a specific date. For example, a statement such as the following is nonresponsive to the RFP: “This proposal and the cost estimate are valid for 60 days.”

### **CAN I USE SUB-CONTRACTORS?**

Yes. Any subcontractors the Bidder chooses to use in fulfilling the requirements of this RFP, that are expected to receive more than ten percent (10%) of the value of the contract, must also meet all administrative and technical requirements of this RFP. The Bidder must provide a summary of each subcontractor’s qualifications, including DVBE firms, experience and duties that would be performed under the Work Statement.

Also, for all DVBE firms regardless of the amount they receive, the Bidder must provide a summary of the DVBE’s qualifications, experience and duties that would be performed under the Work Statement. The summary shall contain the information requested in, and format required by, Section IV. DVBE cost information must also be included in the Cost Proposal.

The Contractor is responsible for the quality of all subcontractor work, and may only replace subcontractors as specified under the terms of the contract.

### **CAN MY PROPOSAL CONTAIN CONFIDENTIAL INFORMATION?**

The Commission will not accept or retain any proposals that are marked confidential in their entirety and Bidders are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal. However, the Commission understands that confidential information may be required to evaluate and score proposals adequately. If a Bidder concludes that certain confidential information is essential to provide evaluators with a complete understanding of the project, Bidders may submit confidential information with the proposal. However, such information shall be marked “Confidential” on each page of the document containing the confidential information and presented in a sealed package to the Commission Contract Officer, and submitted in a volume separate from the rest of the proposal.

The Contractor shall file an Application for Confidential Designation, and list all items and information along with justification for confidentiality and submit the application to the Commission Contract Officer. The Commission Executive Director makes the final determination of confidentiality.

## **Administrative Requirements, Continued**

### **WHAT HAPPENS TO MY CONFIDENTIAL INFORMATION?**

Confidential materials submitted by all unsuccessful bidders will be destroyed and not retained by the Commission. Designations and other decisions regarding the confidentiality of material submitted by the successful bidder will be made as part of the subsequent Commission contract.

### **WHAT TYPES OF INFORMATION WOULD THE COMMISSION CONSIDER TO BE CONFIDENTIAL?**

Consistent with its confidentiality regulations, and the California Public Records Act (Government Code Section 6250 et. seq.), the Commission generally will grant confidential treatment for information that is essential to understanding the proposal, clarifies the status of technology prior to contract work, or will be a contract deliverable. Examples include:

- Any information that is patent pending (until a patent has been approved), including patent application numbers
- Technical trade secrets (i.e. detailed technical drawings)
- Marketing/Business trade secrets (i.e. energy use data for an individual commercial or industrial facility, pending strategic partnerships with manufacturers)
- Economic/financial trade secrets (i.e. income tax records)

Conversely, the Commission generally will not allow confidential treatment for certain information. Bidders are cautioned against seeking confidentiality for the following types of information:

- Project descriptions/work statements (including task descriptions, schedule of deliverables and due dates)
- Proposed project budgets (including labor rates, direct, indirect, G&A and fees)
- Disabled Veterans Business Enterprise information
- Names of employees, subcontractors and match fund participants
- Test plans and reports
- Progress Reports
- Final Reports

### **HOW DO I KNOW IF I'VE BEEN AWARDED A CONTRACT?**

Subsequent to the Proposal evaluations, the Commission will post a "Notice of Proposed Award" at the Commission's headquarters in Sacramento, and on the Commission's Web Site, on or about September 4, 2002, after 12:00 noon at:

California Energy Commission  
Contracts Office  
1516 Ninth Street, MS-18  
Sacramento, CA 95814

## **Administrative Requirements, Continued**

### **WHAT HAPPENS TO MY DOCUMENTS?**

On the Notice of Proposed Award date all proposals and related material, with the exception of work examples, submitted in response to this RFP become a part of the public record and are available for public disclosure. Bidders who want any work examples they submitted with their proposals returned to them shall provide either sufficient postage, or a U.P.S. or Courier Charge Code. If adequate postage or a charge code is not provided for as mentioned above the documents will be destroyed.

### **COMMISSION ISSUED RFP**

The California Energy Commission has issued this RFP on behalf of the State of California. The Commission is the sole point of contact concerning this RFP. The Contact Person for questions is:

ELIZABETH STONE, CONTRACT OFFICER

Telephone: (916) 654-5125

FAX: (916) 654-4423

### **WHEN IS THE DEADLINE FOR QUESTIONS ABOUT THIS RFP?**

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFP. **The deadline for written or verbal questions is July 16, 2002.**

### **NONDISCRIMINATION CERTIFICATION**

Any bid, proposal, or offer for a contract which is submitted by a contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be nonresponsive. Refer to the California Notice Register for a list of decertified contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

### **BIDDERS' ADMONISHMENT**

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP

## **Administrative Requirements, Continued**

are followed and appropriately addressed, and carefully reread the entire RFP before submitting a proposal.

### **ON WHAT GROUNDS WOULD MY PROPOSAL BE REJECTED?**

A Proposal shall be rejected if:

- It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- It is considered nonresponsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking a properly executed Certification Clauses, Attachment 3.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411 and/or 10365.5.
- If any portion of the technical proposal is marked or stamped as "Confidential" or any portion of Volume 2, Cost, is deemed to be confidential.

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple proposals for each task.
- It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise nonresponsive.
- The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

### **WHAT ARE THE PROTEST PROCEDURES?**

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest is withdrawn, or the Commission cancels the RFP, or the Department of General Services decides the matter.

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10378.



## **Administrative Requirements, Continued**

- During the five working days that the Notice of Proposed Award (NOPA) is posted, protests must be filed with the DGS Legal Office and the Commission Contracts Office.
- Within five days after filing the protest, the protesting Bidder must file with the DGS and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Commission for the DGS hearing officer consideration.

## VI. Evaluation

### ABOUT THIS SECTION

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals. A Bidder's proposal will be evaluated and scored based on its response to information requested in Sections II and III.

During the evaluation and selection process, the Commission may interview a Bidder for the purpose of clarification and verification of information provided in the proposal.

### HOW WILL MY PROPOSAL BE EVALUATED?

To analyze all Proposals, the Commission will organize an Evaluation Committee whose members have expertise in evaluating consulting services. The Proposals will be analyzed in three stages:

#### Stage One: Fulfillment of RFP Mandatory Format

The Contracts Office will first identify those Bidders whose Proposals adhere to the required format outlined in Section IV; Bidders who do not follow the required format or submit the required forms may be eliminated from the competition.

#### Stage Two: Evaluation of Proposals

The Evaluation Committee will then evaluate and score all remaining Proposals based on the Evaluation Criteria Worksheet, Exhibit A. The Committee may, at its discretion, seek clarification of any point in the written technical proposal through a conference call with the affected Bidder. Proposals not attaining a score of 75 percent of the total possible points in each section will be eliminated from further competition. After the technical evaluation, those Bidders who pass the minimum required technical score of 315 points (75%) may be scheduled for an interview by the Committee. **Those Bidders not meeting the minimum technical score of 315 points will not be interviewed.**

#### Stage Three: Cost Proposal

Those proposals that pass the minimum technical points will have their cost proposal opened. The Small Business Preference will be applied, if applicable.

Bidders costs will be determined based on the five cost problems. Each cost problem is directly related to one subtask element within the major tasks of the Work Statement. These subtasks are either restated verbatim and may include additional details beyond the description in the Work Statement.

## **VI. Evaluation Criteria, Continued**

The contract will be awarded to the Bidder who met the minimum technical and administrative requirements and one who has the lowest Final Cost Score when the Small Business preference (if applicable) is applied.

### **DO SMALL BUSINESSES GET EXTRA POINTS?**

Yes, each Bidder who is a State certified small business will receive a preference (extra points) of five percent of the lowest cost or price offered by the lowest responsible Bidder who is not a certified small business.

### **HOW WILL MY PROPOSAL BE SCORED?**

The Evaluation Committee will award points based on the following considerations. The point calculations reflect the averages of the combined scores of all Evaluation Committee members.

#### Fail (0 points)

Zero points are awarded for responses considered to be unacceptable, such as:

- Is not in substantial accord with the RFP requirements;
- Has a potential significant effect on the amount paid or net cost to the State or the quality or quantity of product and/or service;
- Provides an advantage to one competitor over the other competitors, for example, not paying minimum wages.

#### Minimally Acceptable (1-3 points) Below average response, such as:

- The proposal states a requirement, but offers no explanation of how or what will be accomplished;
- The response contains a technical deficiency which is an inaccurate statement or reference concerning the how, what, where, or when, which is part of an overall statement or description.

#### Meets Minimum Requirements (4-6 points) Average response, such as:

- Satisfies the minimum requirements and describes generally how and/or what will be accomplished.

## **VI. Evaluation Criteria, Continued**

Exceeds Minimum Requirements (7-9 points) Above average response, such as:

- Satisfies the minimum requirements and specifically describes how and/or what will be accomplished in an exemplary manner, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

Exceptional (10 points) Superior response, such as:

Exceeds the minimum requirements and specifically describes how and/or what will be accomplished both quantitatively and qualitatively, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

### **CRITERIA AND POINTS**

The Evaluation Committee will review and evaluate the Proposals and interviews based on the Evaluation Criteria Worksheet. See Exhibit A.

**Exhibit A**  
**Evaluation Criteria Worksheet**

Firm Name:	Evaluator Name:
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Criteria	Weight Factors	X	Points	Weighted Score
1. ORGANIZATIONAL SUITABILITY (100 Points)				
a. Understanding the objectives of the primary tasks	3.0			
b. Project organization, appropriateness of staffing, availability of requisite expertise	2.0			
c. Financial soundness and subcontractor payments	2.0			
d. Program controls and support functions, team management history, adequacy of subcontracting process	3.0			
SECTION 1 SUBTOTAL (Minimum Score Required to Pass Section 1 is 75% (75 Points of Possible 100))				
2. EXPERIENCE AND QUALIFICATIONS (200 Points)				
a. Relevance of previous work with federal and state government energy agencies	1.0			
b. Relevance of previous work with federal and state environment, health and safety regulatory agencies	1.0			
c. Relevance of previous work for the private sector	1.0			
d. Experience with managing a contract team with a variety of staff and multiple subcontractors	1.0			
e. Experience with identifying market trends and implications of regulatory programs as they may impact transportation fuel supply and demand	3.0			
f. Experience with transportation fuel forecasts and economic analysis	3.0			
g. Experience with issues related to transportation fuel blendstocks, oxygenates and liquid fuel alternatives	3.0			
h. Experience with developing and assessing transportation energy goals and government policies related to conventional transportation fuels	2.0			
i. Prior workshop/conference development and dissemination of information to selected audiences and the public	1.0			
SECTION 2 SUBTOTAL (Minimum Score Required to Pass Section 2 is 75% (120 Points of Possible 160))				

**Exhibit A**  
**Evaluation Criteria Worksheet**

Criteria	Weight Factors	X	Points	Weighted Score
3. APPROACH/METHODOLOGY (100 Points)				
Task 1. Prime Contractor and Subcontractor Management				
a. Overall Approach to Task 1	2.0			
b. Technical Response to Cost Problem #1	1.0			
Task 2. Conventional Transportation Fuels Program				
c. Overall Approach to Task 2	5.0			
d. Technical Response to Cost Problem #2	1.0			
e. Technical Response to Cost Problem #3	1.0			
f. Technical Response to Cost Problem #4	1.0			
Task 3. Transportation Fuels Policy and Program Development				
g. Overall Approach to Task 3	4.0			
h. Technical Response to Cost Problem #5	1.0			
SECTION 3 SUBTOTAL (Minimum Score Required to Pass Section 3 is 75% (120 Points of Possible 160))				
<b>FINAL SCORING</b>				
			Section 1 Score	
			Section 2 Score	
			Section 3 Score	
			<b>TOTAL TECHNICAL SCORE</b>	
			Total Minimum Points Required to Pass	315
			Total Possible Points	420

Note: Those proposals not attaining a minimum score of 75 percent of the total possible points in each Section above (1, 2 and 3) will be eliminated from further competition.

**EXHIBIT B  
COST PROBLEM FORM**

**Cost Problem Number:**

*Instructions: Complete a separate table in the format provided below responding to each cost problem.*

A	B	C	D	E	F	G	H
Company Name	Personnel Name	Hourly Rate				Number of Hours	Total Dollars [F x G]
		Hourly Rate (\$/Hour)*	G&A Costs (\$/hr)/(%) of Base	Profit/ Fee (\$/hr)/(%)	Total Loaded Rate (\$/hour) [C + D + E]		
<b>Total Labor Hours/Cost</b>							
<b>Prime Contractor Other Direct Costs (Loaded)*</b>							
<b>Subcontractor(s) Other Direct Costs (Loaded)*</b>							
<b>Total Cost to the Commission**</b>							

\*May include overhead, indirect, fringe, etc.

\*\*Other direct costs shall not bear any mark up charges such as G&A and fee. G&A and fee shall be applied to labor costs only.

\*\*\*Total Cost should not exceed amount provided in cost problem.

# ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

## CONTRACTOR STATUS FORM

Contractor's Name \_\_\_\_\_

County \_\_\_\_\_

Address \_\_\_\_\_

Federal Employer

# \_\_\_\_\_

Phone

# \_\_\_\_\_

FAX

# \_\_\_\_\_

### STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

#### INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

#### PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

#### CORPORATION

If a corporation, place and date of  
incorporation: \_\_\_\_\_

Date corporation was authorized by Sect. of \_\_\_\_\_

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer: \_\_\_\_\_

Agent for service of process and address if different from above:

#### OTHER

Explain: \_\_\_\_\_

#### SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.

☐ NO

Date you filed for small business preference: \_\_\_\_\_

Your small business ID number: \_\_\_\_\_

NOTE: This form must be completed or your proposal may be rejected.



## ATTACHMENT 2.1

### SMALL BUSINESS AND DVBE CERTIFICATION INSTRUCTIONS

The OSBCR address and phone for Small Business Preference and DVBE information is:

Department Of General Services  
Office of Small Business Certification and Resources  
1531 I Street, 2nd Floor  
Sacramento, CA 95814-2016  
Phone No.: (916) 322-5060

#### Small Business Certification

In order to receive Small Business Preference, Bidder must either be certified by the State Department of General Services, Office of Small Business Certification and Resources (OSBCR) as a small business, or be self-certified pursuant to the Federal Government.

#### DVBE Certification

- o Each DVBE firm listed on Attachment 2.3 must be formally certified as a DVBE by OSBCR. The DVBE program is not a self-certification program. DVBE certification must be approved by OSBCR by the notice of award date of the contract to be counted in meeting participation goals.
- o A copy of the certification letter approved by, or a copy of the certification form submitted to OSBCR must be included in the proposal package.

To qualify as a DVBE, the DVBE must:

- 1) Be a California resident;
- 2) Own 51% of the firm and meet the requirements: in 3) and 4) below.
- 3) Provide to the OSBCR, by no later than 5:00 p.m. on the date on which the proposal is due, an Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within 6 months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE, and
- 4) Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military code.

The Internet addresses are:

**OSBCR Homepage:** <http://www.dgs.ca.gov/osbcr>

This internet site provides general information about the DVBE program and certification process.

**DVBE list:** <http://www.dgs.ca.gov/osbcr/dvbe/dvbe.htm>

OSBCR maintains a list of certified DVBEs. The list is separated into three main subject areas: Commodities, Construction, and Services. Within each subject area, there are more specific areas of expertise. The Energy Commission does not have separate DVBE lists.

ATTACHMENT 2.2

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

**PRIME BIDDER'S CERTIFICATION OF  
DISABLED VETERAN-OWNED BUSINESS PARTICIPATION**

*See Instructions on Reverse*

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I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in Section 1896.62(d) of Title 2, California Code of Regulations hereof.

In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

COMPANY NAME/BIDDER (Please type or print)	RFP #
BIDDER'S SIGNATURE	DATE SIGNED
PRINTED NAME OF PERSON SIGNING	TITLE OF PERSON SIGNING (Business Owner/Chief Executive Officer)

NOTE: *If DVBE participation is proposed, this form must be completed and signed by the bidder or the proposal will be rejected.*

Bidder's Certification of DVBE Participation - Attachment 2.2

**If the bidder is proposing to meet the DBVE participation goal**, the bidder must sign a certification that each firm listed on Attachment 2.3 meets the legal definition of DVBE and the bidder is aware of the penalties for fraud.

- o Company Name - legal company name of prime bidder.
- o Bidder's Signature - person authorized (CEO) to sign.
- o Printed Name - printed name of person who signed.
- o Title - title of person signing - Business Owner, Chief Executive Officer, Manager.

Only the company (bidder) submitting the proposal must sign this certification.

**ATTACHMENT 2.3  
RFP 600-02-601**

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

**LIST OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION**

(1) Company Name	(2) Nature of Work	(3) Contracting With	(4) TIER	(5) Claimed 2) DVBE Value %	(6) Certification Letter from OSMB Attached
TOTAL				%	

**NOTE:** *If proposing participation goals, this form must be completed or your proposal will be rejected. See instructions on reverse of this form of the RFP.*

## ATTACHMENT 2.3

### DVBE Participation List – Attachment 2.3

**If the participation goals are partially or fully met**, Attachment 2.3 must be completed detailing the type of work, the companies (subcontractors and vendors) proposed for DVBE participation, and all other related information.

Col. 1 - DVBE company name - each DVBE company must be certified by or have submitted Attachment 4 (application for DVBE certification) to OSBCR by the proposal due date.

Col. 2 - Nature of Work - Type of Expertise, Technology, Service, Supplier, etc.

Col. 3 - Contracting with - Company name that the DVBE company is contracting with. For example, the bidder may be contracting with a company (XYZ, Inc.) who deals with a DVBE. Then XYZ, Inc. would be entered in Column 3.

Col. 4 - Tier - Contracting tier according to the following:

- 0 = Bidder;
- 1 = Primary subcontractor/supplier;
- 2 = Subcontractor/supplier of Level 1 subcontractor/ supplier;
- 3 = Subcontractor/supplier of Level 2 subcontractor/ supplier.

Col. 5 - Claimed DVBE, % value.

Percent of contract dollars committed to the DVBE listed. This percentage is the amount that will be paid to each DVBE company/vendor from the contract funds.

NOTE: This percentage is not the ownership of the company.

Col. 6 - Certification Letter attached.

This column is a checkpoint for you to ensure that all of the DVBE certification letters are in your proposal. If a certification letter is omitted, that DVBE company cannot be counted towards meeting the goals.

**DVBE certification** approval letter or a copy of the DVBE Application must be included in the proposal. DVBEs must be certified by the time of contract award in order to count in the participation goals.

You must clearly identify in the Work Statement, Tasks & Budget what services will be provided and the costs related to each DVBE.

ATTACHMENT 2.4

RFP 600-02-601

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

DOCUMENTATION OF GOOD FAITH EFFORTS

Section 1. ORGANIZATION CONTACTS

List below the contacts made in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.

Agency	Name	Phone	Date/Time
A. CA Energy Commission		(916) 654-4392	
B. Other State Agencies			
C. DVBE Organizations			

Section 2. ADVERTISING

List the trade papers and DVBE focused papers in which you advertised for participation in this contract. Include the dates of advertisement.

Trade	Ad Date	Publication Name	Copy Attached

NOTE: *If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the minimum requirements, therefore failure to fully complete each section of this form will result in rejection of the proposal as nonresponsive.*

Attachment 2.4 (Continued)

Section 3. DVBEs CONSIDERED

- A. Attach Solicitation Sample or Phone Conversation.
- B. List DVBEs that you contacted for participation in this contract along with the dates you sent the solicitations or called them.
- C. List DVBEs that you considered for participation in this contract and state the reasons the DVBEs were not selected.

Date Contacted	Name of Company	Nature of Work	Reason Considered But Not Selected	Date

NOTE: If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the n complete each section of this form will result in rejection of the proposal as nonresponsive.

**ATTACHMENT 2.4 (CONTINUED)**  
**INSTRUCTIONS FOR ATTACHMENT 2.4**  
**DOCUMENTATION OF GOOD FAITH EFFORTS**

**If a bidder's proposal does not meet the participation goals, then the bidder must document its "good faith effort" to meet the participation goals. The minimum requirements for meeting good faith documentation under the law are CONTAINED in Attachment 2.4, therefore each item in Attachment 2.4 must be accomplished and documented. (Public Contract Code Part 10115.2) IF THE PROPOSAL DOES NOT MEET THE 3% DVBE PARTICIPATION THEN, FAILURE TO PERFORM, COMPLETE AND SUBMIT ATTACHMENT 2.4 WILL BE CAUSE FOR REJECTION OF THE FINAL PROPOSAL AS NONRESPONSIVE TO THE GOOD FAITH EFFORTS REQUIREMENT.**

Information is available at:

DGS-DVBE Resources Packet – [www.osmb.dgs.ca.gov/scrp/resource.pdf](http://www.osmb.dgs.ca.gov/scrp/resource.pdf) – 916-322-5060  
California Energy Commission DVBE handbook – 916-654-4392

Part 1 - **ORGANIZATION CONTACTS**

List each contact by date, time, name, and phone number. Each bidder is required at a minimum to undertake steps A, B, C, and D, and to document all efforts under each step. [Public Contract Code Part 10115.2 (b)]. *The purpose of making each of these contacts is to obtain the resources/contact groups who can refer you to or provide you with lists of DVBEs.*

*The DVBE list available from DGS consists of commodities and services (including consultant services).*

Part 2 - **ADVERTISING**

Advertising is required as part of the good faith effort documentation.

- o Advertising must be made in at least two publications: one trade (e.g., work being performed in the project and reimbursed by the Commission) and one DVBE focused.
- o Both advertisements must appear not less than 14 calendar days prior to bid proposal submittal date, to allow reasonable time for consideration of DVBEs.
- o The advertisements for DVBE (including names of publications, dates of advertisement and copies of advertisements) must be documented in the bidder's proposal.

NOTE: *General circulation newspapers such as the Los Angeles Times or the Sacramento Bee are not acceptable, since neither one qualifies as a trade or focus publication.*

Part 3 - **DVBE'S RESPONDING AND CONSIDERED**

List and identify each DVBE that was contacted and state the reason why they were not selected. DVBE businesses considered must have appropriate qualifications for the work to be performed in the project.

DVBE participation is not limited to any specific portion of the project work. Participation may be from technical firms, but it may also come from nontechnical firms that are part of your daily business operations such as travel agencies, stationary supplies, delivery companies, etc.

NOTE: *The bidder must make actual contact with DVBEs. Services provided by DBVEs must be a reimbursable item under the project.*



**CERTIFICATION CLAUSES**  
**Std. CC (New 2-01)**

**ATTACHMENT 3**  
**RFP 600-02-601**  
**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

**CERTIFICATION CLAUSES**  
**Std. CC (New 2-01)**

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1)

the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
  - a. Current State Employees (PCC 10410):
    - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
    - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
  - b. Former State Employees (PCC 10411):
    - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
    - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

**CERTIFICATION CLAUSES**  
**Std. CC (New 2-01)**

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste

**CERTIFICATION CLAUSES**  
**Std. CC (New 2-01)**

discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

**Attachment 4**  
**RFP 600-02-601**  
**CUSTOMER REFERENCES**

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
CONTRACTS OFFICE

**CUSTOMER REFERENCES**

ATTACHMENT 4

Provide a minimum of 4 references, use additional pages as needed.

Reference #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

# ATTACHMENT 5

## STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

600-01-XXX

1. This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME  
 State Energy Resources Conservation and Development Commission  
 CONTRACTOR'S NAME
2. The term of this Agreement is:
3. The maximum amount of this Agreement is: 1,000,000.00
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

Page(s)

Exhibit B – Budget Detail and Payment

Page(s)

\* Exhibit C – General Terms and Conditions

GTC-201

Number

(Dated)

Exhibit D – Special Terms and Conditions

Page(s)

Exhibit E – Additional Provisions

Page(s)

Exhibit F – Contact Persons

Page

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

**CALIFORNIA  
Department of General  
Services  
Use Only**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

State Energy Resources Conservation and Development Commission

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Raedel, Contracts Office Manager

ADDRESS

1516 9<sup>th</sup> Street, Sacramento, CA 95814

☐ Exempt per

## ATTACHMENT 5

### EXHIBIT A

#### SCOPE OF WORK

##### PURPOSE

Contractor agrees to provide to the State Energy Resources Conservation and Development Commission (Commission) the services as described herein:

##### **Task 1           REPORTS**

###### A.       Progress Reports

The Contractor shall provide monthly progress reports which summarize all contract activities conducted by the Contractor including contract expenditures to date. The progress report is due to the Commission Contract Manager within 15 days after the end of the month and each progress report shall coincide with the invoice period. The Commission Contract Manager will specify the report format and the number of copies to be submitted.

###### B.       Final Reports

###### Summary

At the conclusion of the contract, the Contractor shall provide a comprehensive final *administrative* report, and a brief summary of the report, to the Commission Contract Manager. The Contractor shall prepare a summary that includes a statement of the problem, methods or techniques to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language easily understood by the public or laypersons with a limited technical background.

###### Abstract

The Contractor shall prepare a brief (200 words or less) factual abstract of the most significant information contained in the final report.

###### Final Technical Report

The contractor shall prepare a draft final report that includes Tasks 3 through Task 7. The final report shall consist of each separate report developed under Tasks 3 to 7. The final report shall be submitted in draft form to the Commission Contract Manager for review and approval. The final report shall include the technical paper and the full project reports. The contractor shall review recommendations for changes to the report with the Commission Contract Manager and incorporate the agreed-upon changes into the final version of the report. The Contractor shall meet with the Commission to present the findings, conclusions, and recommendations prior to the due date of the final technical report.

After approval of the final report by the Commission Contract Manager, the contractor shall deliver, six bound paper copies, and one unbound paper copy of the report to the Commission Contract Manager. The unbound copy shall be single sided and camera ready, with graphics that are readable after photocopying. The contractor shall deliver an electronic copy (CD ROM) of full study text in Microsoft Word <sup>TM</sup> (version 97) or PDF file (Adobe version 4.0).

- 1) **Meeting** - Contractor shall meet with the Commission Contract Manager to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must occur on or before the ending term of this Agreement.

## ATTACHMENT 5

- 2) **Abstracts** - Contractor shall provide a brief (200 words or less) factual abstract of the most significant information contained in the report.
- 3) **Summary** - The summary shall include a statement of the problem, methods or techniques used to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background.
- 4) **Format**--Final reports and summaries shall be prepared in the following manner:
  - ☐ Camera-ready originals, in black ink, which include originals of oversize material, and ten copies.
  - ☐ Illustrations and graphs sized to 8 1/2 x 11 page.
  - ☐ Contractor's name shall only appear on the cover and title page as follows:

California Energy Commission  
Project Title  
Contract Number  
By (Contractor)

### **Deliverables and Due Dates:**

Monthly Progress Reports

15<sup>th</sup> of each month  
(following reporting period)  
July 30, 2005  
September 30, 2005

Draft Final  
Final due

### **Task 2**

Contractor shall....

Deliverable: List all deliverables

Due date: Month, day, year



## ATTACHMENT 5

### **EXHIBIT B** **Budget Detail and Payment Provision**

1. **INVOICING PROCEDURES:** Upon receipt and approval of an invoice, the State agrees to a monthly payment to the Contractor in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in duplicate.

California Energy Commission  
Accounting Office, MS-2  
1516 9<sup>th</sup> Street, First Floor  
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

Funding for fiscal years 2002-03, 2003-04 and 2004-05 are subject to the availability and approval of the Governor's 2002-03, 2003-04 and 2004-05 budget. Partial funding for this agreement is dependent upon the submission and approval of the Federal Government and to any additional restrictions, limitations, or conditions imposed by the Federal Government, federal law, federal court judgments, and/or federal agency orders which may affect the provisions or terms of this Agreement.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to nonrepresented state employees. Contractor may obtain current rates from the Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.

4. **PAYMENT TERMS:**

☐ *Monthly Flat Rate*                      ☐ *Quarterly Flat Rate*                      ☐ *One -Time Payment*  
☒ *Itemized Monthly Invoice*  
☐ *Advance Payment Not to Exceed \$*  
☐ *Reimbursement/Revenue*  
☐ *Other (Explain) See Payment Schedule*

5. **CONDITIONS:**

1) Payment shall be made monthly of services rendered upon receipt and approval of an invoice.

## ATTACHMENT 5

- 2) Payment shall be made to Contractor for an undisputed invoice. An undisputed invoice is an invoice submitted by the Contractor for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- 3) Payment is due to Contractor 45 days from the date a properly submitted undisputed invoice is received by the State.
- 4) The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes.

### 4. **FISCAL RECORD KEEPING**

Contractor shall furnish detailed itemization of, and retain all records relating to, direct expenses reimbursed to Contractor, and to hours of employment on this Contract by any employee of Contractor for which the Commission is billed. Such records shall be maintained for a period of three years after final payment of this Contract.

## **ATTACHMENT 5**

### **EXHIBIT C GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:  
[www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**EXHIBIT D**  
**Special Terms and Conditions**

1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Manager but the Commission reserves the right to approve any substitution of the Project Manager.
- B. The Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Commission personnel for the performance of services, which are the responsibility of Contractor unless the Commission Contract Manager previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Commission employees while performing, coordinating or monitoring functions.

2. **STANDARD OF PERFORMANCE:** Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Commission Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply: Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Commission Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission.
- B. The Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Commission directs the Contractor not to reperform a task; the Commission Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

**ATTACHMENT 5  
EXHIBIT D**

3. **SUBCONTRACTS:** Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.

(CO list subcontractors here)

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- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- B. Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of each of the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Commission staff, and submitting completed products to the Commission Contract Manager.
- C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Commission Contract Manager; and the confidentiality provisions in the Reports paragraph of this Agreement.
- D. Additions, Removal or Substitutions of Subcontractors

The Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Commission or Contractor requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected using either 1); A competitive bid process conducted in conformance with the State's and Commission's procedures for competitive bids. For example, awards shall be made to the lowest bidder meeting the requirements of the competitive bid and obtaining a minimum of three bids. Approval of the Contractor's competitive bid process shall be subject to the Commission Contract Manager and Commission Contracts Officer prior to release of the bid document. 2); The Commission may direct Contractor to sole source a subcontract with a specific firm, once Commission Contract Manager has obtained sole source approval via Commission internal procedures for sole source contracts. The Commission Contract Manager shall provide justification for the sole source subcontract to the Contracts Officer using the "Subcontractor Add" memo as described below.

**ATTACHMENT 5**  
**EXHIBIT D**

- 2) The Commission Contract Manager shall complete and submit to the Commission Contract Officer a "Subcontractor Add" memo. This memo identifies the new subcontractor and what bidding method was used to obtain subcontractors (competitive or sole source).
- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Commission for its approval prior to Contractor entering into it. Upon the termination of any subcontract, the Commission Contract Manager shall be notified immediately.

4. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CHANGES:**

The Contractor shall use the DVBE companies identified in its proposal or in any certifications identifying DVBE to be used in this Agreement. Contractor's failure to adhere to the DVBE participation may be cause for termination. In the event a replacement of a DVBE, the Contractor shall request approval from the Commission Contract Officer.

The procedure for replacing any DVBE is:

- A. Contractor shall inform Commission Contract Manager and Contract Officer in writing of the reason for the DVBE replacement.
- B. Contractor shall attempt to replace the DVBE with a new DVBE providing the same services or identify other services in the Agreement a new DVBE could provide. Contractor shall complete revised DVBE certification forms (provided by the Contract Officer) identifying the new DVBE. If replacement is not a DVBE, Contractor shall complete steps in compliance with good faith efforts and submit appropriate DVBE documentation to the Commission Contract Officer.

5. **PERFORMANCE EVALUATION:** Consistent with Public Contract Code Sections 10367 and 10369, the Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Commission shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to prepare and send statements to the Commission and the DGS defending his or her performance. The Contractor's statement shall be filed with the evaluation in the Commission's Contract file and with DGS for a period of 36 months and shall not be a public record.

6. **REPORTS:**

- A. **Progress and Final Reports:** Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A. At the conclusion of this Agreement, Contractor shall prepare a comprehensive Final Report, on a schedule as provided in Exhibit A. Both Progress and Final Reports shall be delivered to the Commission Contract Manager.

- B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:  
California Energy Commission  
Project Title  
Contractor Number  
By (Contractor)

**ATTACHMENT 5  
EXHIBIT D**

- C. **Ownership:** Each report shall become the property of the Commission.
- D. **Non-Disclosure:** Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Commission Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or public hearings held by the Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Commission or any other party, based on information received from the Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- E. **Confidentiality**  
No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Commission Contract Manager or Contract Officer.
- Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- F. **Disclosure:** Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

"LEGAL NOTICE"

**"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."**

7. **CONTRACT DATA, OWNERSHIP RIGHTS:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design

**ATTACHMENT 5**  
**EXHIBIT D**

or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.

- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Commission and shall belong to the Commission.
- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.
- D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Commission of any contemplated action and the Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Commission so elects, the expense of further preserving data shall be paid for by the Commission. Contractor agrees that the Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

8. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART**

The Contractor, by signing this Contract, expressly grants to the Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to



**ATTACHMENT 5**  
**EXHIBIT D**

authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Contract, expressly conveys to the Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

Contractor shall obtain these same rights for the Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Commission from the subcontractor.

9. **PUBLIC HEARINGS:** If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Commission requests.
10. **DISPUTES:** In the event of a Contract dispute or grievance between Contractor and the Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Commission Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Commission Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Commission Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Commission of the decision at a Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

**ATTACHMENT 5**  
**EXHIBIT D**

**B. Binding Arbitration**

Should the Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later than six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

**11. TERMINATION:**

The parties agree that because the Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Commission under the terms set forth below is an essential term of the Agreement, without which the Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Commission, the Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Commission.

This Agreement may be terminated for any reason set forth below.

**ATTACHMENT 5**  
**EXHIBIT D**

A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or
- 3) It is determined after notice and hearing by the Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Commission policy such that the work or product being funded would not be supported by the Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

12. **WAIVER:** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Commission to thereafter enforce each and every such provision.
13. **CAPTIONS:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.
14. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:** In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

**ATTACHMENT 5**  
**EXHIBIT D**

15. **NOTICE:** Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Delivery by fax or e-mail is not considered notice for the purpose of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

16. **STOP WORK:** The Commission Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

A. **Compliance** Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

B. **Equitable Adjustment** An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.

C. **Revoking a Stop Work Order** Contractor shall resume the stopped work only upon receipt of written instructions from the Commission Contract Officer canceling the stop work order.

17. **INTERPRETATION OF TERMS:** Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A, Scope of Work and Exhibit E, Additional Provisions.

18. **CONTRACTOR DUTIES, OBLIGATIONS AND RIGHTS:** The Contractor under the performance of this Agreement has been fully informed of its duties, obligations and rights under Public Contract Code, Section 10381, and any additional Contractor's rights and obligations which should be included.

**EXHIBIT E**

**ADDITIONAL PROVISIONS**

1. **CONFIDENTIALITY:** The Contractor has not identified any confidential or proprietary items to be delivered under this Agreement.

In the event there is a disagreement regarding confidential treatment of items to be delivered under the Agreement, the parties shall use the "Disputes" clause. Those items to be considered as confidential shall be subject to the Commission Executive Director's determination of confidentiality. If the Contractor wishes to appeal the Executive Director's determination, the appeal shall be made to the full Commission. If the Contractor disagrees with this determination, the Contractor may seek judicial review as per Title 20 CCR 2506, et seq.

A. Public and Confidential Deliverables

All deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information except when the Commission Contract Manager and the Contractor deem it necessary to include confidential information in a deliverable. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Commission's confidential records located in the Contract's Office. Only those items specifically listed here or in a subsequent determination of confidentiality qualify as confidential deliverables.

B. Identifying and Submitting Confidential Information

All confidential information submitted by the Contractor shall be marked "Confidential" on each page of document containing the confidential information and presented in a sealed package to the Commission Contract Officer.

C. Future Confidential Information

The Contractor and the Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information that the Contractor considers to be protectable as confidential information. The Commission Contract Manager shall provide Contractor with a copy of the Commission's Application for Confidential Designation. Contractor must list all items and information along with justification for confidentiality and submit the application to the Commission Contract Manager. The Commission Executive Director makes the final determination of confidentiality. Such subsequent determinations will be added to this Exhibit.

2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal, number 600-02-601, titled, Transportation Fuels Program Technical Support, Contractor's proposal dated \_\_\_\_\_ and this Agreement. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.
3. **WORK AUTHORIZATION PROCESS:** The Commission Contract Manager shall prepare a Work Authorization, (WA) directing the work the Contractor provides. All WA shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Commission's

**ATTACHMENT 5**  
**EXHIBIT E**

Contract Manager before beginning work. The Commission Contract Manager shall file all original signed WA with the Commission Contracts Office. Each WA shall detail the following:

- Contract Number, Task Number, and WA Number (to be assigned by Commission Contract Manager)
- Purpose, objective, or goal to be undertaken
- Description (work statement) of the work to be accomplished
- Schedule and Deliverables (including any significant material to be developed and delivered and due dates for each)
- Identification of the contractor/subcontractor team
- Start/End Dates for the Work Authorization
- Identification of Commission Project Manager
- Contractor's person hours and billing rates
- Subcontractor Amount (if any)
- Any fees (G&A, ODC, etc.)
- Total cost of the Work Authorization

A. The Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Commission Contract Manager shall provide in writing to the Contractor's Project Manager notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.

B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:

If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Commission Contract Manager. Upon such notification, the Commission Contract Manager may:

- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
- 2) Augment the dollar amount of the WA via an amendment; or
- 3) Authorize the Contractor to complete the work for the actual costs; or
- 4) Terminate the WA.

C. Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent contract, other than as provided pursuant to this Agreement, nor in any way amends or supersedes any of the other provisions of this Agreement.

5. **CONFLICT OF INTEREST:**

- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant directed by the Commission to file a statement.

**ATTACHMENT 5**  
**EXHIBIT E**

C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.

D. 1) Bidding Activities:

Contractor and each subcontractor shall agree not to bid as a project developer or independent consultant on any of the following:

- a) An RFP or project in which Contractor or any subcontractor has provided assistance under this Contract.
- b) On every related RFP or subject that currently receives assistance or receives assistance during this Contract under \_\_\_\_\_ *[fill in program]* or intends to apply for such assistance under any of the above programs and makes that fact known to Contractor or Contractor team members.

2) Reviewing, Evaluation & Assistance Activities

Contractor and each team member shall be disqualified from participating in the review, evaluation, or assistance of:

- a) Any project seeking assistance under the programs listed above for which Contractor has become a project developer or independent consultant in a situation not covered by clause D.1; or,
- b) Any project for which, within twelve (12) months prior to the start date of this Contract or at any time during this Contract, it has provided assistance under a separate contract to the project proponent that is seeking assistance for the same project under any of the above programs.

3) Subcontractors

Contractor shall require each of its subcontractors at any level who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the Commission Contract Manager, and shall furnish the Commission with evidence thereof. The terms of this paragraph shall remain in effect for the duration of this Agreement.

4) Follow- on Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

# ATTACHMENT 5

## EXHIBIT F CONTACT PERSONS

<b>Commission Contract Manager:</b>  NAME, MS-XX California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone (916) NUMBER e-mail: NAME@energy.state.ca.us	<b>Contractor Project Manager:</b>  (Name) (Contractor Name) Address  Phone: Fax: e-mail
<b>Commission Contract Officer:</b>  Elizabeth Stone, MS-18 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) 654-5125 Fax:(916) 654-4423 e-mail: estone@energy.state.ca.us  Deliver confidential deliverables to this location only.	<b>Contractor Contract Administrator:</b>  (Name) (Contractor Name) Address  Phone: Fax: e-mail
<b>Invoices, Progress Reports and Non-Confidential Deliverables to:</b>  Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4401	
<b>Legal Notices:</b>  Cheryl Raedel, MS-18 Manager, Contracts Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4392 Fax: 916-654-4423 e-mail: craedel@energy.state.ca.us	(contractor legal person)
	<b>Contractor's Key Personnel:</b>  (Individual's Names listed)
	<b>Key Subcontractors:</b>  (Company Names listed. Include names of individuals if they are key.)